

AMENDMENT NO. _____

TO INTERCONNECTION AGREEMENT

by and between

**Illinois Bell Telephone Company,
Indiana Bell Telephone Company, Incorporated,
Michigan Bell Telephone Company d/b/a Ameritech Michigan,
The Ohio Bell Telephone Company,
Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin**

AND

**Ameritech Advanced Data Services of Illinois, Inc.,
Ameritech Advanced Data Services of Indiana, Inc.,
Ameritech Advanced Data Services of Michigan, Inc.,
Ameritech Advanced Data Services of Ohio, Inc.,
Ameritech Advanced Data Services of Wisconsin, Inc.**

The Interconnection Agreement (“the existing Interconnection Agreement”) by and between Interconnection Agreement (“the existing Interconnection Agreement”) by and between Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, The Ohio Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (“SBC ILEC”) and Ameritech Advanced Data Services of Illinois, Inc., Ameritech Advanced Data Services of Indiana, Inc., Ameritech Advanced Data Services of Michigan, Inc., Ameritech Advanced Data Services of Ohio, Inc., Ameritech Advanced Data Services of Wisconsin, Inc. (“CLEC”) is hereby amended as follows:

Appendices Physical and Virtual Collocation – To add appropriate Appendices Physical and Virtual Collocation Pricing Schedules –

Physical Collocation Embedded Base Rates and Charges for Illinois, Indiana, Michigan, Ohio and Wisconsin (Pricing Appendix A)
Physical Collocation CDOW Rates and Charges for Illinois, Indiana, Michigan, Ohio, and Wisconsin (Pricing Appendix B)
Virtual Collocation Embedded Base Rates and Charges for Illinois, Indiana, Michigan, Ohio, and Wisconsin (Pricing Appendix C), and
Virtual Collocation CDOW Rates and Charges for Illinois, Indiana, Michigan, Ohio, and Wisconsin (Pricing Appendix D).

In the event that any of the terms and conditions in this Amendment relating to rates and charges conflict with the terms and conditions of the existing Interconnection Agreement, including any attachments or appendices thereto, the terms of this Amendment shall

control and shall supersede any conflicting terms in the existing Interconnection Agreement, including any attachments or appendices thereto.

(1) The Physical Collocation Appendix to the Parties' existing Interconnection Agreement contains terms and conditions including rates, for physical collocation in which, among other things, the CLEC installs the cage(s) for Caged arrangement(s) and installs both interconnection and power cabling for all physical collocation arrangement(s) ("CDOW"). The Parties acknowledge that CLEC may have obtained use of Physical Collocation Space and SBC ILEC-provided facilities/equipment therein pursuant to a Collocation Application(s) submitted to SBC ILEC prior to the effective date of the existing Interconnection Agreement ("CLEC's Physical Collocation Embedded Base"). To the extent the CLEC's Physical Collocation Embedded Base, if any, was purchased by CLEC from an applicable SBC ILEC Commission-ordered physical collocation tariff, the associated nonrecurring and recurring rates (and intervals for uncompleted work associated with those Applications) set forth in such tariff, as amended from time to time, shall continue to apply to the CLEC's Physical Collocation Embedded Base. For the CLEC's Physical Collocation Embedded Base, if any, purchased by CLEC pursuant to rates, terms and conditions agreed to by the Parties in an applicable prior interconnection agreement, the associated agreed to nonrecurring and recurring rates for a particular state in the applicable prior interconnection agreement, attached hereto in the Pricing Schedule entitled "Physical Collocation Embedded Based Rates and Charges" (Appendix Pricing A) and incorporated herein by reference (and any intervals for uncompleted work associated with those Applications), shall continue to apply to the CLEC's Physical Collocation Embedded Base.¹ For any Collocation Application(s) submitted by CLEC to SBC ILEC after the effective date of the Parties' existing Interconnection Agreement, the associated recurring and non-recurring rates and charges for a particular state in the Pricing Schedule entitled "Physical Collocation CDOW Rates and Charges," (Appendix Pricing B) attached hereto and incorporated by reference, and the intervals set forth in the existing Interconnection Agreement, shall apply.

(2) The Virtual Collocation Appendix to the Parties' existing Interconnection Agreement contains terms and conditions including rates for virtual collocation in which, among other things, the CLEC installs both interconnection and power cabling for all virtual collocation arrangements ("CDOW"). The Parties acknowledge that CLEC may have obtained Virtual Collocation therein pursuant to a Collocation Application(s) submitted to SBC ILEC prior to the effective date of the existing Interconnection

¹In the event that this Amendment is the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, for purposes of this Amendment, the term "CLEC's Physical Collocation Embedded Base" shall mean the Adopting CLEC's own Physical Collocation Embedded Base and the nonrecurring and recurring rates (and intervals for uncompleted work associated with those Applications) for such Physical Collocation Embedded Base shall be the nonrecurring and recurring rates (and intervals) in the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Physical Collocation Embedded Base from or the nonrecurring and recurring rates (and intervals) previously agreed to by the Adopting CLEC and SBC ILEC pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and SBC ILEC.

Agreement (“CLEC’s Virtual Collocation Embedded Base”). To the extent the CLEC’s Virtual Collocation Embedded Base, if any, was purchased by CLEC from an applicable SBC ILEC Commission-ordered virtual collocation tariff, the associated nonrecurring and recurring rates (and intervals for uncompleted work associated with those Applications) set forth in such tariff, as amended from time to time, shall continue to apply to the CLEC’s Virtual Collocation Embedded Base. For CLEC’s Virtual Collocation Embedded Base, if any, purchased by CLEC pursuant to rates, terms and conditions agreed to by the Parties for a particular state in an applicable prior interconnection agreement, the associated agreed to nonrecurring and recurring rates in the applicable prior interconnection agreement, attached hereto in the Pricing Schedule entitled “Virtual Collocation Embedded Based Rates and Charges” (Appendix Pricing C) and incorporated herein by reference, (and any intervals for uncompleted work associated with those Applications), shall continue to apply to the CLEC’s Virtual Collocation Embedded Base.² For any Virtual Collocation Application(s) submitted by CLEC to SBC ILEC after the effective date of the Parties’ existing Interconnection Agreement, the associated recurring and non-recurring rates and charges for the particular state in the Pricing Schedule entitled “Virtual Collocation CDOW Rates and Charges,” (Appendix Pricing D) attached hereto and incorporated by reference, and the intervals set forth in the existing Interconnection Agreement, shall apply.

(3) This Amendment shall not modify or extend the Effective Date or Term of the existing Interconnection Agreement, but rather, shall be coterminous with such Agreement.

(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(5) This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective following approval by such Commission.

²In the event that this Amendment is the subject of any adoption request by a CLEC (“Adopting CLEC”) pursuant to Section 252(i) of the Act, for purposes of this Amendment, the term “CLEC’s Virtual Collocation Embedded Base” shall mean the Adopting CLEC’s own Virtual Collocation Embedded Base and the nonrecurring and recurring rates (and intervals for uncompleted work associated with those Applications) for such Virtual Collocation Embedded Base shall be the nonrecurring and recurring rates (and intervals) in the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Virtual Collocation Embedded Base from or the nonrecurring and recurring rates (and intervals) previously agreed to by the Adopting CLEC and SBC ILEC pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and SBC ILEC.

IN WITNESS WHEREOF, this Amendment to the existing Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2002, by SBC ILEC, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**Ameritech Advanced Data Services of Illinois Bell Telephone Company, Indiana
Illinois, Inc. Bell Telephone Company, Incorporated,
Ameritech Advanced Data Services of Michigan Bell Telephone Company d/b/a
Indiana, Inc. Ameritech Michigan, The Ohio Bell
Ameritech Advanced Data Services of Telephone Company, Wisconsin Bell, Inc.
Michigan, Inc. d/b/a Ameritech Wisconsin by SBC
Ameritech Advanced Data Services of Ohio, Telecommunications, Inc., its authorized
Inc. agent
Ameritech Advanced Data Services of
Wisconsin, Inc.**

By: _____

By: _____

Title: _____

Title: President – Industry Markets

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Date: _____

Date: _____

* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, SBC does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. SBC further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, SBC does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by SBC the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

Physical Collocation Embedded Base Rates and Charges

For Illinois, Indiana, Michigan, Ohio and Wisconsin

(Pricing Appendix A¹)

¹ The rates and charges in this appendix entitled "CLEC Physical Collocation Embedded Base Rates and Charges" (Pricing Appendix A) are CLEC-specific. In the event that these Amendment rates, terms and conditions are the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, the term "CLEC's Physical Collocation Embedded Base" shall mean the Adopting CLEC's own Physical Collocation Embedded Base and the nonrecurring and recurring rates associated with such Physical Collocation Embedded Base shall be the nonrecurring and recurring rates associated with the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Physical Collocation Embedded Base from or the nonrecurring and recurring rates previously agreed to by the Adopting CLEC and SBC ILEC pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and SBC ILEC; therefore, in such event, the rates and charges set forth on this Pricing Appendix A will be modified to reflect the rates and charges associated with the Adopting CLEC's own Physical Collocation Embedded Base as more specifically described hereinabove.

Physical Collocation CDOW Rates and charges

For Illinois, Indiana, Michigan, Ohio and Wisconsin

(Pricing Appendix B)

Virtual Collocation Embedded Base Rates and Charges

For Illinois, Indiana, Michigan, Ohio and Wisconsin

(Pricing Appendix C¹)

¹ The rates and charges in this appendix entitled "CLEC Virtual Collocation Embedded Base Rates and Charges" (Pricing Appendix C) are CLEC-specific. In the event that these Amendment rates, terms and conditions are the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, the term "CLEC's Virtual Collocation Embedded Base" shall mean the Adopting CLEC's own Virtual Collocation Embedded Base and the nonrecurring and recurring rates associated with such Virtual Collocation Embedded Base shall be the nonrecurring and recurring rates associated with the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Virtual Collocation Embedded Base from or the nonrecurring and recurring rates previously agreed to by the Adopting CLEC and SBC ILEC pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and SBC ILEC; therefore, in such event, the rates and charges set forth on this Pricing Appendix C will be modified to reflect the rates and charges associated with the Adopting CLEC's own Virtual Collocation Embedded Base as more specifically described hereinabove.

Virtual Collocation CDOW Rates and Charges

For Illinois, Indiana, Michigan, Ohio and Wisconsin

(Pricing Appendix D)